

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

AARON REY MORENO,

Plaintiff,

v.

CMRE FINANCIAL SERVICES, INC.,

Defendant.

Case No. 1:22-cv-00422-JLT-HBK

VOLUNTARY DISMISSAL UNDER FED. R.
CIV. P. 41 (a)(1)(A)(ii)

COURT RETAINS JURISDICTION TO
ENFORCE SETTLEMENT

(Doc. No. 15)

On January 4, 2023, Plaintiff Aaron Rey Moreno and Defendant CMRE Financial, Inc. (collective the “Parties”) filed a Stipulation of Dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii). (Doc. No. 15). The Parties state they are dismissing this action *with prejudice* and each party shall bear its own fees and costs. (*Id.*) (emphasis added). The Parties further request the Court to retain ancillary jurisdiction over this matter to enforce the Settlement Agreement between the Parties. (*Id.*).

In light of the stipulated dismissal, this action is terminated by operation of law without further order from the Court. Fed. R. Civ. P. 41(a)(1)(A)(ii). As specifically requested by the Parties, the Court retains ancillary jurisdiction for purposes of enforcing the Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 380-82(1994).

Accordingly, the Clerk of Court shall terminate all pending motions and deadlines and

1 CLOSE this action to reflect the Parties stipulated dismissal pursuant to Rule 41(a)(1)(A)(ii) and
2 note the Court retains ancillary jurisdiction to enforce the Settlement Agreement.

3
4 Dated: January 7, 2023


HELENA M. BARCH-KUCHTA
UNITED STATES MAGISTRATE JUDGE